

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 31st day of OCTOBER 2000, by and between ETHIOPIA BROTHERS Trading as MR. HENRY'S ADAMS (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

Whereas Applicant has filed an application (#2978) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as MR. HENRY'S ADAMS, located at 1836 COLUMBIA RD., N.W., Washington, D.C.,

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	9:00 AM - 2:00 AM	9:00 AM - 2:00 AM	9:00 AM - 2:00 AM	9:00 AM - 2:00 AM	9:00 AM - 3:00 AM	9:00 AM - 3:00 AM	9:00 AM 2:00 AM
Roof:	<u>N/A</u>						
Patio(s):	<u>SAME AS ABOVE</u>						

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

N/A

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: TOTAL 105

Interior tables: 71 Interior bar: 14 Patio(s) 20 : Roof: _____

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

SEE ATTACHED PAGE NUMBERED 4

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM. *APPLICANT AGREES TO PLACE SIGN NEAR FRONT DOOR REQUESTING PATRONS TO BE RESPECTFUL OF RESIDENTS WHEN LEAVING.*

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

ETHIOP Brokers

By: John M. F. F. F.
President
10.30.2000

PROTESTANTS:

Rinda E. Soffer
Advisory Neighborhood Commission 1C
By: ANC 1C
10-31-00

Dennis James
Kalorama Citizens Association
By: DEWIS E. JAMES LIQUOR LICENSING CHAIR
FOR KALORAMA CITIZENS ASSOCIATION
10-30-2000

Mark Petruzzi THE HALSTEN CONDO
MARK T PETRUZZI, PRES. OWNERS ASSN
10-30-00

**Page 4 of the Voluntary Agreement between Mr. Henry's Adams Morgan
and ANC1C, The Kalorama Citizens Association, and The Halsten Condominium
October 2000**

Special Low Frequency Noise Abatement Measures

The community acknowledges that Mr. Henry's Adams Morgan has greatly reduced the amount of noise emanating from the establishment through the construction of a concrete block wall in the rear of the building and the closing of the exterior patio doors each night at 11 p.m. (which is part of this Voluntary Agreement). However, there is still an outstanding issue related to bass noise that this section seeks to resolve.

Yoseph Gizachew, representing Mr. Henry's Adams Morgan, agrees to work with the community and to reduce the transmission of low-frequency sounds (i.e., sounds from below 20 Hz to 300 Hz, commonly known as bass) into The Halsten Condominium and other surrounding residential buildings. Specifically, the following measures will be implemented to reduce the transmission of low-frequency sounds from Mr. Henry's Adams Morgan:

- 1) Isolate the bass speakers so that there are no structural connections between the bass speakers and the stage or interior walls.
- 2) Reduce or remove the air spaces behind the bass speakers (e.g., underneath the stage) which enhance low-frequency sound transmission.

These attenuation measures should significantly reduce the low-frequency sound currently being heard/felt in the neighboring buildings. If the problems persist, the undersigned parties agree to work constructively towards a solution.

YOSEPH GIZACHEW
Ethiop Brothers Inc.
T/A Mr. Henry's Adams Morgan
1836 Columbia Road, NW
ABC Application Number: 2978

10/31/00
Date

Rinaldo J. Lopez
ANC1C
10-31-00
Date

David J. Jones LIQUOR LICENSING CHAIR
Kalorama Citizens Association
FOR KALORAMA CITIZENS ASSOCIATION
10.30.2000
Date

Mark T. Jones PRES, OWNERS ASSN
The Halsten Condominium
10-30-00
Date